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9
10 UNITED STATES BANKRUPTCY COURT
11 EASTERN DISTRICT OF CALIFORNIA

12 In Re
13 Gil Mariano Raposo and Joanne Carol
14 Raposo
15 Debtor.

16 Case No. 2009-27153

17 Chapter 13

18 Adversary No.: 2015-02095

19
20 **FIRST AMENDED COMPLAINT FOR
21 DECLARATORY RELIEF TO VOID LIEN
22 PURSUANT TO 11 U.S.C. §506(a); RELATED
23 STATED CAUSES OF ACTION;
24 DETERMINATION OF DISCHARGEABILITY OF
25 DEBT UNDER FRBP §4007**

26 Gil Mariano Raposo and Joanne Carol
27 Raposo,

28 Plaintiff,

v.

Ocwen Loan Servicing, LLC, CIT Bank
N.A., the successor to OneWest Bank,
FSB, and Deutsche Bank National Trust
Company, as Indenture Trustee for
Indymac Home Equity Mortgage Loan
Asset-Backed Trust, Series 2006-H4,

Defendants.

26 Plaintiff Gil Mariano Raposo and Joanne Carol Raposo, Chapter 13 Debtor and
Plaintiff herein, alleges as follows:

27 ///

28 ///

First Amended Adversary Complaint – Lien Stripping

PARTIES

1. Plaintiff, Gil Mariano Raposo and Joanne Carol Raposo, are debtors in bankruptcy Case No. 2009-27153 and reside at 9090 Locust Street, Elk Grove, CA 95624.
2. Defendant, Ocwen Loan Servicing, LLC and, is a Delaware Corporation.
3. Defendant, CIT Bank N.A., the successor to OneWest Bank, FSB, is a national bank.
4. Defendant, Deutsche Bank National Trust Company, as Indenture Trustee for Indymac Home Equity Mortgage Loan Asset-Backed Trust, Series 2006-H4, is a national bank.

JURISDICTIONAL ALLEGATIONS

5. This adversary proceeding arises out of and is related to the above-captioned Chapter 13 case of Gil Mariano Raposo and Joanne Carol Raposo, Case No. 2009-27153, of which the Plan was completed on September 8, 2014 and the discharge was granted on November 3, 2014. The plan and Motion to Value related to the lien with Defendants was approved by the Court and provided that the Defendants lien was void upon completion of the plan.

Therefore this court has jurisdiction over this matter pursuant to 28 U.S.C. §§157, 1334.

6. Defendant herein has a claim against Plaintiff, as defined by 11 U.S.C. §101(5). The complaint, as set forth herein, involves the voiding of the secured status of a claim pursuant to 11 U.S.C. §506, and as such, constitutes a “core” proceeding pursuant to 28 U.S.C. §157(b)(2).

7. Plaintiff contends that the State causes of action in this are part of the core proceeding as they would only arise but for the initial order to value the collateral, resulting approved plan and completion of the plan.

8. Plaintiff further contends that the State causes of action are not preempted by the bankruptcy code as the bankruptcy code does not provide a specific remedy at the time of this complaint being filed as the lien removal is a State law by-product of the Bankruptcy Courts determination that the defendant's security was rendered void at the completion of the plan.

1 9. To the extent that any part of this matter is deemed non-core, the Plaintiff consents to
2 this Court in rendering final judgment.

3 10. Venue for this adversary proceeding is proper pursuant to 28 U.S.C. §1409(a).

4 **FACTUAL ALLEGATIONS**

5 11. Plaintiff owns and resides in a parcel of real property commonly known as 9090
6 Locust Street, Elk Grove, CA 95624 (the “PROPERTY”).

7 12. As of the date of the filing of the Chapter 13 bankruptcy case herein, the PROPERTY
8 had a fair market value of approximately \$187,000.00.

9 13. Plaintiff filed above-captioned Chapter 13 case on April 16, 2009.

10 14. In conjunction with plan approval, the debtor secured an order valuing the secured
11 collateral of Defendants at zero pursuant to 11 U.S.C. §506(a) on September 11, 2010.

12 15. A copy of the plan confirmed by the Court is attached as Exhibit A.

13 16. A copy of the Order confirming plan is attached as Exhibit B.

14 17. A copy of the Order valuing the collateral of Defendants is attached as Exhibit C.

15 Plaintiff contends this is a final non-appealable order.

16 18. As of April 16, 2009, the following liens encumbered the property: A first Deed of Trust
17 in favor of BAC Home Loans Servicing, LP (now serviced by Greentree Servicing LLC in the
18 amount of ~\$613,319.00 (“FIRST TRUST DEED”), a true and correct copy of the Note and
19 Trust Deed is attached as Exhibit D and a Second Deed of Trust in favor of OneWest Bank,
20 FSB now serviced by Ocwen Loan Servicing, LLC, (“SECOND TRUST DEED”), a true and
21 correct copy of the trust deed is attached as Exhibit E.

22 19. OneWest Bank, FSB now serviced by Ocwen Loan Servicing, LLC has made a claim
23 on Plaintiff related to the obligation in the amount of ~\$66,586.00.

24 20. As of the date of filing of the Chapter 13 bankruptcy case herein, only the FIRST
25 TRUST DEED was a secured claim, as defined by 11 U.S.C. §506(a).

26 21. Plaintiff completed their Plan on September 8, 2014.

27 22. A copy of the Discharge of Debtor is attached as Exhibit F.

1 23. Therefore, Defendants were required to reconvey their security interest effective upon
2 plan completion.

3 24. Also, the procedure employed to secure the order valuing the collateral is consistent
4 with the holding in In re Zimmer, 313 F.3d 1220 (9th Cir. 2002) adopting the conclusion of In
5 re Lam, 211 B.R. 36 (9th Cir. B.A.P 1997).

6 25. A due diligence review of the Sacramento County Recorder's Office reveals that no
7 Deed of Reconveyance has been recorded as of the date of this Adversary Proceeding¹.

8 **I. FIRST CLAIM FOR RELIEF**
9 **DECLARATORY RELIEF/QUIET TITLE**

10 26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

11 27. Plaintiff alleges that the real Property became property of the bankruptcy estate upon
12 the filing of the petition which commenced the underlying chapter 13 case.

13 28. An actual controversy exists between Plaintiff and the Defendants with respect to the
14 validity, priority, and extent of liens or other interest in the real property of the Plaintiff.

15 29. Plaintiff seeks a Declaratory Judgment pursuant to FRBP §7001(9) as the relief
16 requested requires the voiding and subsequent release of lien of Defendant thereby invoking
17 FRBP §7001(2) and FRBP §7001(6) to quiet the title of the Plaintiff.

18 30. Plaintiff is informed and believes that the SECOND TRUST DEED is completely
19 unsecured and under applicable law has been determined to be a general unsecured claim.

20 31. This Court has the authority under applicable law, including 11 U.S.C. §1322 (b), to
21 confirm a chapter 13 plan which treats the holder of the SECOND TRUST DEED as an
22 unsecured creditor. Said plan was confirmed by the Court.

23 32. Under applicable law, upon completion of Debtor's chapter 13 plan, the Court has the
24 authority to void the SECOND TRUST DEED if the creditor does not remove the lien as
25 required by State law and to quiet the title of the Plaintiff.

26 33. The debtor has completed their Chapter 13 Plan which required the Defendant to

27 28 ¹ After the initial case was filed, Ocwen Loan Servicing did record a reconveyance for which Plaintiff contends was
defective as the Substitution of Trustee was not executed by the beneficiary, Deutsche Bank.

1 reconvey their loan.

2 34. Plaintiff has made repeated demands for the reconveyance.

3 35. Causing further harm to the Plaintiff, it was learned that Defendant Ocwen filed a
4 reconveyance in September 2015, after the initial adversary complaint was filed purporting to
5 reconvey the second deed of trust. However, unknown to Plaintiff, but known to Ocwen, was
6 that Deutsche Bank was the successor in interest and therefore the proper party to execute a
7 substitution of trustee to have an effective reconveyance.

8 36. At present, only Indymac Bank, who was succeeded by OneWest Bank of which was
9 succeed by CIT Bank, has the recorded beneficial interest in the second deed of trust.

10 37. All of this facts have clouded the title of Plaintiff of which Plaintiff requests that the
11 court quiet the title of the Plaintiff.

12 38. The Plaintiff/Debtor requests judgment from the Court to void the SECOND DEED OF
13 TRUST, thereby quieting title, recorded in Sacramento County on October 5, 2006, in Book
14 20061005, Page 00967, in a form allowing for recording with the Sacramento County
15 Recorder related to the legal description of:

16 All that certain real property in the City of Elk Grove, County of Sacramento, State of
17 California, described as follows:

18 THE NORTH 1/2 OF LOT 20 OF J.H. KERR'S ADDITION TO ELK GROVE,
19 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE
20 RECORDER OF SACRAMENTO COUNTY, CALIFORNIA IN BOOK 1 OF MAPS,
MAP NO. 28.

21 APN: 125-0253-017-0000

22 39. Consistent with a Deed of Reconveyance, which should have been recorded by the
23 Defendant, Plaintiff requests that contained in any judgment is language equivalent to a
24 Deed of Reconveyance that directs that title be reconveyed (returned) to the Plaintiff which
25 includes "all right, title and interest" acquired by said Deed of Trust to Defendant related to
26 the 2nd Deed of Trust they hold. This would, in effect, "quiet the title" of the Plaintiff.

27 40. The SECOND DEED OF TRUST contains an attorney's fees and cost provision (see

1 Exhibit E, "Deed of Trust", Page 4 of 6, ¶10). As such, under California Civil Code §1717, a
2 reciprocal contractual attorneys' fees statute, the Plaintiff is entitled to reimbursement of
3 attorney's fees. Plaintiff requests an award of attorney's fees as allowed for in the contract
4 with Defendant.

5 41. Pleading alternative theories, that if Defendant contends that only the *in personam*
6 liability has been discharged, Plaintiff seeks, pursuant to FRBP §4007(a)-(b), a determination
7 that both the *in personam* and *in rem* liability of the debt has been fully discharged and any
8 security interest voided.

9

10 **II. SECOND CLAIM FOR RELIEF**
VIOLATION OF CALIFORNIA CIVIL CODE SECTION 2941(d)

11 42. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

12 43. On October 6, 2006 for a valuable consideration, made and delivered a HELOC
13 Agreement ("the note") in the sum of \$ ~\$51,000.00.

14 44. On the same day, plaintiff executed and delivered to defendant, a certain trust deed
15 ("the trust deed") recorded in Sacramento County, California covering the property.

16 45. Plaintiff, on or about, September 8, 2014, by Notice from Trustee, completed their
17 Chapter 13 plan which required the Defendants to reconvey the Deed of Trust on said
18 property.

19 46. Defendants were placed on additional notice by the BNC's notification of the filing of
20 the Trustee's final report after the plan completion.

21 47. In spite of plaintiff's full compliance with the Court approved Chapter 13 plan
22 defendants failed and refused, and continues to fail and refuse, to reconvey the deed of trust.

23 48. As a proximate result of this failure and refusal of defendants to reconvey, Plaintiff has
24 been required to file an adversary proceeding, at substantial cost, which is a direct breach of
25 Defendants statutory duty and has damaged Plaintiff by this cost.

26 49. California Civil Code §2941(b)(1) requires that within 30 days after an obligation
27 secured by a deed of trust has been satisfied, the beneficiary or the assignee, Defendants

1 herein, shall execute and deliver a full reconveyance. This did not happen.

2 50. Plaintiff contends that the obligation was satisfied upon completion of the plan.

3 51. Defendant has a history of refusing to reconvey deeds of trust required to be removed
4 upon completion of Chapter 13 cases and thereby it is commonplace that debtors are forced
5 to file adversary proceedings to obtain reconveyances.

6 52. More than 30 days have passed from the date that the Defendants time began in
7 which to reconvey and Defendants have not reconveyed.

8 53. California Civil Code §2941(d) provides that a violation of Civil Code §2941 shall make
9 the violator, the Defendants herein, liable to the Plaintiff for all damages sustained by the
10 Plaintiff.

11 54. Title is being slandered by the Defendants by continuing the lien on the property.

12 55. California Civil Code §2941(d) provides that a violation of Civil Code §2941 shall make
13 the violator, the Defendants herein, liable to the Plaintiff for a statutory penalty of \$500.00.

14 56. Plaintiff hereby requests damages, as allowed for in Civil Code §2941, equal to all
15 attorneys fees and costs, as allowed for in the contract between the parties, they will sustain
16 as a result of bringing an action to enforce California Civil Code §2941 and a statutory
17 penalty of \$500.00.

18 **III. THIRD CLAIM FOR RELIEF**
19 **(Unfair Practices under California Business & Professions Code**
20 **Section 17200, et seq.)**
21 **(AS TO OCWEN LOAN SERVICING ONLY)**

22 57. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

23 58. California Business & Professions Code Section 17200, et seq., prohibits acts of
24 unfair competition, which means and includes any "fraudulent business act or practice . . ."
25 and conduct which is "likely to deceive" and is "fraudulent" within the meaning of Section
26 17200.

27 59. As more fully described above (e.g. violating the civil code and issuing reconveyances
28 by the improper party resulting in a cloud on the title of Plaintiff), Ocwen's acts and practices
are likely to deceive, constituting a fraudulent business act or practice. This conduct is

1 ongoing and continues to this date.

2 60. Ocwen, one of the Defendants, is no stranger to litigation filed by various State
3 Attorneys General regarding deceptive business practices. As evidence herein, these acts
4 merely continue.

5 61. Specifically, Defendants engage in deceptive business practices with respect to
6 demanding payments from Plaintiff and similarly situated Plaintiff's by:

- 7 a) Ignoring bankruptcy court order that Plaintiff's cured loan;
- 8 b) Issuing reconveyances they know fail to comply with the California Civil Code;
- 9 c) Failing to disclose the proper real parties in interest in an effort to save themselves
10 money yet cloud and slander the title of Plaintiff.

12 62. Plaintiff alleges that by engaging in the above described acts and/or practices as
13 alleged herein, Defendants have violated several California laws and regulations and said
14 predicate acts are therefore per se violations of California Business and Professions Code
15 Section 17200, et seq.

16 63. Plaintiff alleges that as direct and proximate result of the aforementioned acts,
17 Defendants have prospered and benefited from their wrongful acts and have been unjustly
18 enriched.

19 64. Plaintiff has lost money and property and suffered injury in fact, and other members of
20 the public falling victim to Defendants' schemes are likely to be injured.

21 65. The harm to Plaintiff and to members of the general public outweighs the utility of
22 Defendants' policy and practices. Consequently, their policy and practices constitute an
23 unlawful business act or practice within the meaning of Business and Professions Code
24 §17200.

25 66. Further, the foregoing conduct threatens an incipient violation of a consumer law, or
26 violates the policy or spirit of such law or otherwise significantly threatens or harms
27 competition.

1 67. Defendants' practices described above are likely to mislead the general public, and
2 therefore, constitute a fraudulent business act of practice within the meaning of Business and
3 Professions Code §17200. The Defendants' unfair, unlawful, and fraudulent business
4 practices and false and misleading advertising present a continuing threat to members of
5 public in that other consumers will be defrauded into believing their loans are reconveyed
6 when in fact they are not.

7 68. Plaintiff is therefore entitled to injunctive relief as available under California Business
8 and Professions Code Sec. 17200 and related sections. These acts and practices, as
9 described in the previous paragraphs, are unfair and violate Business and Professions Code
10 § 17200 because their policies and practices described above violate all the statutes
11 previously listed, and consequently, constitute and unlawful business act of practice within
12 the meaning of Business and Professions Code § 17200.

13

14 **IV. FOURTH CLAIM FOR RELIEF**
SLANDER OF TITLE

15 20. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

16 21. Defendants are falsely alleging an ownership interest in the property of Plaintiff by
17 keeping the deed of trust of record.

18 22. In doing so, Defendants are communicating to the public that they have an interest in
19 the Plaintiffs property.

20 23. Said public statements is disparaging of the Plaintiff's title.

21 24. The statements on title are completely untrue, improper reconveyances have been
22 provided and a proper reconveyance should have been recorded in conformity with California
23 law.

24 25. These untrue statements on the title are causing the Plaintiff to suffer actual damages.

25 26. Said acts of slandering title are willful and intentional and acts of malice.

26 27. The debtor has damages in an ongoing amount to be proven at trial.

27 28. Plaintiff requests damages in the amount of \$500,000.00 as punitive damages for the

outrageous conduct of the Defendants.

**V. FIFTH CLAIM FOR RELIEF
ATTORNEY'S FEES**

29. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

30. Effective December 1, 2014, Plaintiff is no longer required to plead attorney's fees as a separate claim for relief. However, in order to maintain consistency with the court holdings in this district, Plaintiff is pleading attorney's fees as a separate claim for relief for clarity.

31. Plaintiff is entitled to attorney's fees by statute, Civil Code §2941, and pursuant to the terms of the contract between the parties.

32. By contract, the note and Deed of Trust contains an attorney's fees and cost provision (see Exhibit E. "Deed of Trust". Page 4 of 6. ¶10) for the benefit of Defendants.

33. As such, under California Civil Code §1717, a reciprocal contractual attorneys' fees statute, the Plaintiff is entitled to reimbursement of attorney's fees.

34. By statute, pursuant to California Civil Code §2941, Plaintiff is entitled to attorneys fees as the prevailing party in this action.

35. Therefore, Plaintiff requests an award of attorney's fees, in an amount the court determines to be reasonable, as authorized by the provisions of the contract between Plaintiff and Defendant and pursuance to the California statutes cited herein.

VI. REQUEST FOR JUDGMENTS AND ORDERS

36. Based on the foregoing, Plaintiff requests that the Court enter a final judgment which:

- a. Grants Declaratory relief that the order of the Honorable Robert S. Bardwil on July 14, 2009, was a final non-appealable order in determining the secured status of Defendants lien as zero;
- b. Grants Declaratory relief that the Plaintiff has completed their confirmed plan and granted a discharge, that the debt and security interest therein has been discharged and the lien is void;

- c. Grants Declaratory relief for a judgment in a format allowed for recording that voids the Deed of Trust of Defendant;
- d. Attorney's fees and costs as allowed for in the contract between Plaintiff and Defendant and pursuant to California Civil Code §2941;
- e. A statutory penalty of \$500.00 pursuant to California Civil Code §2941;
- f. Injunctive Relief pursuant to Business and Professions Code §17200 et seq.
- g. Punitive Damages of \$500,000.00 related to slander of title;
- h. Damages, in an amount to be proven at trial;
- i. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: January 5, 2016

CIANCHETTA AND ASSOCIATES

/s/ Peter Cianchetta
Peter Cianchetta, Attorney for
Gil Mariano Raposo and Joanne Carol Raposo

Exhibits

Exhibit	Description
A	Plan of Debtor
B	Order Confirming Plan
C	Copy of the Order ordering that the SECOND DEED OF TRUST had a secured value of zero.
D	Copy of Note and First Deed of Trust
E	Copy of Second Deed of Trust
F	Discharge

EXHIBIT A

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United States Bankruptcy Court
Eastern District of California

2009-27153
FILED
April 16, 2009
CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
0001775889

IN RE:

Raposo, Gil Maraino & Raposo, Joanne Carol

Debtor(s)

Last 4 digits of Soc. Sec. No.: 8089

Last 4 digits of Soc. Sec. No.: 9335

Case No. _____

Chapter 13

CHAPTER 13 PLAN

MOTION(S) TO VALUE COLLATERAL AND
 MOTION(S) TO AVOID LIENS
 [check if motion(s) appended]

THIS PLAN AND THESE MOTIONS WILL BE CONSIDERED FOR CONFIRMATION AND APPROVAL AT A COURT HEARING. YOU WILL BE NOTIFIED OF THE HEARING DATE, TIME, LOCATION, AND THE DEADLINE FOR FILING AND SERVING WRITTEN OBJECTIONS. IN THE ABSENCE OF A TIMELY OBJECTION, THE COURT MAY DISPENSE WITH THE HEARING.

Debtor proposes the following Chapter 13 Plan effective from the date of the petition:

Section I. Summary of Relevant Financial Information

1.01. Annualized current monthly income under section 1325(b)(4), Line 15, Statement of Current Monthly Income and Calculation of Commitment Period and Disposable Income ("Statement of CMI").	\$ 97,059.96
1.02. Annualized current monthly income under section 1325(b)(3), Line 21, Statement of CMI.	\$ 97,059.96
1.03. Applicable median family income, Line 16, Statement of CMI.	\$ 77,014.00
1.04. Monthly net income from Line 20c of Schedule J.	\$ 3,000.00
1.05. check applicable box and insert appropriate dollar amount	
<input checked="" type="checkbox"/> If annualized current monthly income is greater than applicable median family income, projected monthly disposable income from Line 59 Statement of CMI.	
- or -	
<input type="checkbox"/> If annualized current monthly income is equal to or less than applicable median family income, projected monthly disposable income calculated without reference to section 707(b)(2)(A) & (B).	\$ 0.00
1.06. The amount entered at section 1.05 multiplied by the commitment period (section 2.03).	\$ 0.00
1.07. The total amount that would be paid to unsecured, nonpriority claims if the estate of Debtor were liquidated under chapter 7 of the Bankruptcy Code.	\$ 0.00

Section II. Plan Payments and Commitment Period

[If sections 2.01, 2.02, or 2.03 are blank, refer to the "Additional Provisions" below.]

2.01. Payments from earnings. To complete this plan, Debtor shall submit to the supervision and control of Trustee on a monthly basis a portion of Debtor's future earnings. Debtor shall pay to Trustee the sum of \$ 3,000.00 each month. The monthly plan payment is subject to adjustment pursuant to section 3.10(d) below. Monthly plan payments must be received by Trustee not later than the 25th day of each month beginning the month after the petition is filed. The monthly plan payment includes all monthly contract installments due on Class 1 secured claims and adequate protection payments due on certain Class 2 secured claims, if any.

2.02. Other payments. In addition to the submission of future earnings, Debtor will make monthly payment(s) derived from property of the bankruptcy estate, property of Debtor, or from other sources, as follows:

2.03. Commitment period. The monthly plan payments will continue for 60 months, the commitment period of the plan. Monthly plan payments must continue for the entire commitment period unless all allowed unsecured claims are paid in full over a shorter period of time. If necessary to complete this plan, Debtor may make monthly payments for up to 6 months beyond the commitment period, but in no event shall monthly payments continue for more than 60 months.

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Section III. Claims and Expenses**A. Proofs of Claim**

3.01. A timely proof of claim must be filed by or on behalf of a creditor, including a secured creditor, before a claim may be paid pursuant to this plan.

3.02. Notwithstanding section 3.01, monthly contract installments falling due after the filing of the petition shall be paid to holders of Class 1 and Class 4 claims whether or not they have filed proofs of claim or the plan is confirmed.

3.03. Post-petition amounts due on account of domestic support obligations, loans from retirement or thrift savings plans of the types described in section 362(b)(19), and executory contracts and unexpired leases to be assumed shall be paid by Debtor directly to the person or entity entitled to receive such payments whether or not a proof of claim is filed or the plan is confirmed.

3.04. The proof of claim, not this plan or the schedules, shall determine the amount and classification of a claim. If a claim is provided for by this plan and a proof of claim is filed, dividends shall be paid based upon the proof of claim unless the granting of a valuation or a lien avoidance motion, or the sustaining of a claim objection, affects the amount or classification of the claim.

B. Administrative Expenses

3.05. Trustee's fees. Pursuant to 28 U.S.C. § 586(e), Trustee shall receive up to 10% of plan payments, whether made before or after confirmation but excluding direct payments on Class 4 claims.

3.06. Fees of former chapter 7 trustee. Payment of compensation of the type described in section 1326(b)(3) shall be limited to the greater of \$25, or 5% of the amount payable to nonpriority unsecured creditors divided by the commitment period, each month for the duration of the plan.

3.07. Administrative expenses. Except to the extent the court approves, and the claimant agrees to, a different treatment, and unless section 1326(b)(3)(B) is applicable, approved administrative expenses shall be paid in full through the plan.

3.08. Debtor's attorney's fees. Debtor paid an attorney \$ 1,200.00 prior to the filing of the petition. Any additional fees the court may approve shall be paid in full through this plan. Debtor estimates that a further \$ 2,300.00 in attorney's fees will be incurred throughout this case.

C. Secured Claims

3.09. Class 1. Long-term secured claims that were delinquent when the petition was filed and mature after the last payment under the plan. This plan will cure all pre-petition arrears but not otherwise modify Class 1 claims. Each claimant will retain its existing lien and receive no less than the equal monthly amount specified below as its plan dividend. Trustee also shall pay all post-petition monthly contract installments falling due on each Class 1 claim.

Class 1 Creditor's Name / Collateral Description	Monthly Contract Installment	Monthly Late Charge	Pre-petition Arrears	Interest Rate	Monthly Dividend
1. Countrywide Home / 9090 locust street; 1ST DOT	1,930.64	100.00	10,000.00	0.00%	see add'l provision

3.10. Monthly contract installments paid by Trustee on Class 1 claims. (a) If Debtor makes a partial plan payment that is insufficient to pay all monthly contract installments due on Class 1 claims, these installments will be paid in the order Debtor has listed Class 1 claims above. (b) Trustee will not make a partial payment on account of a monthly contract installment. (c) If Debtor makes a partial plan payment, or if it is not paid on time, and Trustee is unable to pay timely a monthly contract installment due on a Class 1 claim, Debtor's cure of this default must be accompanied by the applicable late charge(s). (d) Upon their receipt, Debtor shall mail or deliver to Trustee all notices from Class 1 creditors including, without limitation, statements, payment coupons, impound and escrow notices, default notifications, and notices concerning changes of the interest rate on variable interest rate loans. The automatic stay is modified to permit the sending of such notices. Prior to mailing or delivering any such notice to Trustee, Debtor shall affix the chapter 13 case number to it. If any such notice advises Debtor that the amount of the contract installment payment has increased or decreased, the plan payment shall be adjusted accordingly.

3.11. Class 2. Secured claims that are modified by this plan, or that have matured or will mature before the plan is completed. Each Class 2 claim will be paid in full, retain its existing lien, and receive no less than the equal monthly amount specified below as its plan dividend. The amount of a Class 2 claim shall be the amount due under any contract between Debtor and the claimant or under applicable nonbankruptcy law, or, if section 506(a) is applicable, the value of the collateral securing the claim, whichever is less.

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Section 506(a) is not applicable if the claim is secured by a purchase money security interest and (a) was incurred within 910 days of the filing of the petition and is secured by a motor vehicle acquired for the personal use of Debtor, or (b) the claim was incurred within 1-year of the filing of the petition and is secured by any other thing of value.

Class 2 Creditor's Name / Collateral Description	Purchase Money Security Interest? (Y/N)	Is Claim Subject to § 506(a)? Y/N	Claim Amount	Interest Rate	Monthly Dividend
1. County Of Sacramento / 9090 locust street; p/taxes	N	N	3,000.00	6.00%	58.00
2. Dell Preferred Account / computer;	Y	Y	500.00	6.00%	15.00
3. IndyMac Bank / 9090 locust street, elk grove, ca; 2nd dot	Y	Y	0.00	0.00%	0.00
4. Toyota Financial Services / 2005 Toyota Pickup,	Y	Y	10,000.00	5.00%	237.00
5. Toyota Financial Services / 2006 toyota highlander,	Y	N	8,711.03	5.00%	175.00
6. Wells Fargo Financial National / furniture; pmsi & +1yr	Y	Y	500.00	6.00%	15.00

3.12. Adequate protection payments. Prior to confirmation, Trustee shall pay on account of each allowed Class 2 claim secured by a purchase money security interest in personal property an adequate protection payment as required by section 1326(a)(1)(C). This adequate protection payment shall be the equal monthly amount proposed by this plan as the dividend for each Class 2 claim. Adequate protection payments shall be disbursed by Trustee in connection with his customary month end disbursement cycle beginning the month after the petition is filed. If a Class 2 claimant is paid a monthly adequate protection payment, that claimant shall not be paid a monthly dividend after confirmation for the same month.

3.13. Post-petition interest shall accrue on Class 1 and 2 claims at the above rates. If the plan specifies a "0%" rate, no interest will accrue. However, if the provision for interest is left blank, interest at the rate of 10% per year will accrue.

3.14. Class 3. Secured claims satisfied by the surrender of collateral. Entry of the confirmation order shall constitute an order modifying the automatic stay to allow the holder of a Class 3 secured claim to repossess, receive, take possession of, foreclose upon, and exercise its rights and judicial and nonjudicial remedies against its collateral.

Class 3 Creditor's Name / Collateral Description	Estimated Deficiency	Is Deficiency a Priority Claim? Y/N
1. None		

3.15. Class 4. Secured claims paid directly by Debtor or third party. Class 4 claims mature after the completion of this plan, are not in default, and are not modified by this plan. These claims shall be paid by Debtor or a third person whether or not the plan is confirmed. Entry of the confirmation order shall constitute an order modifying the automatic stay to allow the holder of a Class 4 secured claim to exercise its rights against its collateral in the event of a default under the terms of its loan or security documentation provided this case is then pending under chapter 13.

Class 4 Creditor's Name	Monthly Contract Installment	Maturity Date
1. None		

3.16. Secured claims not listed as Class 1, 2, 3, or 4 claims are not provided for by this plan. The failure to provide for a secured claim in one of these classes may be cause to terminate the automatic stay.

D. Unsecured Claims

3.17. Class 5. Unsecured claims entitled to priority pursuant to section 507 shall be paid in full except as provided in section 3.18.

Class 5 Creditor's Name	Type of Priority	Claim Amount
1. Franchise Tax Board	Taxes	1,500.00
2. Internal Revenue Services	Taxes	1,500.00

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3.18. If the holder of a priority claim has agreed to accept less than payment in full, or if this plan will not pay a priority claim of the type described in section 1322(a)(4) in full, the identity of the claim holder and the treatment proposed shall be included in the Additional Provisions below. The failure to provide a treatment for a priority claim that complies with sections 1322(a)(2) or 1322(a)(4) is a breach of this plan.

3.19. Class 6. Special unsecured claims. This class includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.

Class 6 Creditor's Name	Reason for Special Treatment	Claim Amount
1. None		

3.20. Class 7. General unsecured claims. Claims not listed as Class 5 or 6 claims, and that are not secured by property belonging to Debtor, will receive no less than a 0.00 % dividend pursuant to this plan. Debtor estimates that general unsecured claims, including the under-collateralized portion of secured claims not entitled to priority, total \$ 94,436.79.

Section IV. Executory Contracts And Unexpired Leases

4.01. Debtor assumes the executory contracts and unexpired leases listed below. Debtor shall pay directly to the other party to the executory contract or unexpired lease, before and after confirmation, all post-petition payments. Unless a different treatment is required by section 365(b)(1) (which such treatment shall be set out in the Additional Provisions) any pre-petition arrears shall be paid in full either as a Class 1 or a Class 6 claim.

4.02. Any executory contract or unexpired lease not listed in the table below is rejected. Entry of the confirmation order modifies the automatic stay to allow the nondebtor party to a rejected unexpired lease to obtain possession of leased property.

Name of Other Party to Executory Contract or Unexpired Lease	Pre-petition Arrears	Regular Payment	Will Arrears Be Paid as a Class 1 or 6 Claim?
1. None			

Section V. Payment of Claims and Order of Payment

5.01. After confirmation of this plan, funds available for distribution will be paid monthly by Trustee to holders of allowed claims and approved expenses.

5.02. Distribution of plan payment. Each month, the plan payments (see sections 2.01 and 2.02) must equal at least the aggregate of: (a) Trustee's fees; (b) any monthly contract installments due on Class 1 claims; (c) \$ 255.00 for administrative expenses described in section 3.06, 3.07, and 3.08, distributed between administrative claimants as specified in section 5.03; and (d) the monthly dividends specified above for Class 1 arrearage claims and Class 2 secured claims. To the extent the plan payments are not needed to pay contract installments on Class 1 claims, approved administrative expenses, Class 1 arrearage claims, or Class 2 secured claims, they shall be distributed on a pro rata basis first to Class 5 priority claims, second to holders of Class 6 unsecured claims, and third to Class 7 unsecured claims.

5.03. Priority of payment among administrative expenses. The portion of the monthly plan payment allocated in section 5.02 for administrative expenses of the types described in section 3.06, 3.07, and 3.08 shall be distributed first on account of the monthly dividend due to a former chapter 7 trustee pursuant to section 3.06, then to holders of administrative expenses described in sections 3.07 and 3.08 on a pro rata basis.

5.04. Distributions on account of a Class 1, 2, 5, 6, or 7 allowed claim will be based upon the claim as demanded in the proof of claim rather than as estimated and characterized by this plan except to the extent the disposition of a claim objection, motion to value collateral, or lien avoidance motion requires otherwise.

Section VI. Miscellaneous Provisions

6.01. Vesting of property. Any property of the estate scheduled under section 521 shall [choose one] revest in Debtor on confirmation or not revest in Debtor until such time as a discharge is granted. In the event the case is converted to a case under Chapter 7, 11, or 12 of the Bankruptcy Code or is dismissed, the property of the estate shall be determined in accordance with applicable law.

6.02. Debtor's duties. In addition to the duties imposed upon Debtor by the Bankruptcy Code and Rules, the Local Bankruptcy Rules, and General Order 05-03, this plan imposes the following additional requirements on Debtor: (a) **Transfers of property and new debt.** Debtor is prohibited from transferring, encumbering, selling, or otherwise disposing of any personal or real property with a

Case 09-27153 Filed 04/16/09 Doc 5

value of \$1,000 or more other than in the regular course of Debtor's financial or business affairs without first obtaining court authorization. Except as provided in sections 364 and 1304, Debtor shall not incur aggregate new debt exceeding \$1,000 without first obtaining court authorization. If Trustee approves a proposed transfer or new debt, court approval may be obtainable without a hearing. To determine the appropriate procedure, Debtor should consult the General Order. A new consumer debt of less than \$1,000 shall not be paid through this plan absent compliance with sections 1305(c). **(b) Insurance.** Debtor shall maintain insurance as required by any law or contract and Debtor shall provide evidence of that insurance as required by section 1326(a)(4). **(c) Compliance with applicable non-bankruptcy law.** Debtor's financial and business affairs shall be conducted in accordance with applicable non-bankruptcy law including the timely filing of tax returns and payment of taxes. **(d) Periodic reports.** Upon Trustee's request, Debtor shall provide Trustee with a copy of any tax return, W-2 form, and 1099 form filed or received while the case is pending, and furnish Trustee with quarterly financial information regarding Debtor's business or financial affairs. **(e) Documents required by Trustee.** Debtor shall provide to Trustee not later than the 15 days after the filing of the petition with written notice of the name and address of each person to whom Debtor owes a domestic support obligation together with the name and address of the relevant State child support enforcement agency [see 42 U.S.C. §§ 464 & 466], and a Class 1 Worksheet and Authorization to Release Information for each Class 1 claim.

6.03. Remedies on default. If Debtor defaults under this plan, or if the plan will not be completed within six months of its stated term, not to exceed 60 months, Trustee or any other party in interest may request appropriate relief by filing a motion and setting it for hearing pursuant to Local Bankruptcy Rule 9014-1. This relief may consist of, without limitation, dismissal of the case, conversion of the case to chapter 7, or relief from the automatic stay to pursue rights against collateral. If, on motion of a creditor, the court terminates the automatic stay to permit a creditor holding a Class 1 or 2 secured claim to proceed against its collateral, unless the court orders otherwise, Trustee shall make no further plan payments on account of such secured claim, any portion of the secured claim not previously satisfied under this plan shall be satisfied as a Class 3 claim, and any deficiency remaining after the disposition of the collateral shall be satisfied as a Class 7 unsecured claim provided a timely proof of claim or amended proof of claim is filed and served on Debtor and Trustee.

Section VII. Additional Provisions

7.01. Other than to insert text into the designated spaces, to expand the tables to include additional claims, or to change the title to indicate the plan is a modified plan, the preprinted language of this form shall not be altered. This does not mean that Debtor is prohibited from proposing additional or different plan provisions. As long as consistent with the Bankruptcy Code, Debtor may propose additional or different plan provisions or specify that any of the above provisions will not be applicable. Each such provision or deletion shall be set out on a separate page and shall be identified by a section number (7.02, 7.03, etc.).

7.02 Class 1 claims shall receive equal periodic payments of \$255 per month starting 10th month.

Dated: 4-15-09

/s/Gil Raposo
Signature of Debtor

/s/Joanne Raposo
Signature of Spouse (if applicable)

Law Office Peter Macaluso
910 Florin Rd., Ste. 111
Sacramento, CA 95831
(916) 392-6591
(916) 392-6590

Case 09-27153 Filed 04/16/09 Doc 5

ATTACHMENT M-3

Optional – Discard if not used

MOTIONS TO VALUE COLLATERAL(Pursuant to subsections (a) and (d) of 11 U.S.C. § 506
and Federal Rule of Bankruptcy Procedure 3012)

(A separate motion must be filed as to each creditor)

NUMBER OF MOTIONS TO VALUE COLLATERAL IN THIS PLAN: 4

NOTICE IS HEREBY GIVEN that Debtor requests the court to value the property described below. This property secures the claim of the creditor named below. Debtor also requests that the amount of the creditor's secured claim not exceed the value of its security, less the claims of creditors holding senior liens or security interests. This determination will supersede any greater secured claim demanded in a proof of claim. Any objections to the creditor's claim are reserved and will be filed after the creditor has filed a proof of claim. In the opinion of the debtor, the collateral has the replacement value indicated below.

Name of the creditor whose collateral is being valued by this motion:

IndyMac Bank

Total amount of this creditor's claim:

\$ 50,560.52

Description of collateral [For vehicles include the mileage on the date of the petition and a list of optional equipment. For real property, state the street address and a brief description of it such as "single family residence" or "ten-acre undeveloped lot"]:

**9090 locust street, elk grove, ca
single family dwelling**

debtor's opinion of value is \$187,000.00

The amount owed to and the name of all creditors holding liens or security interests senior to the lien or security interest of the above-named creditor:

<u>Name of Creditor</u>	<u>Amount of Claim</u>
Countrywide Home Loans	235,557.33

Debtor's opinion of the collateral's "replacement value": **\$ 0.00**

[as defined and limited by section 506(a)(2)]

Other information relevant to the resolution of this motion:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 4-15-09

/s/Gil Raposo
Debtor

/s/Joanne Raposo
Joint Debtor

Case 09-27153 Filed 04/16/09 Doc 5

ATTACHMENT M-3

Optional – Discard if not used

MOTIONS TO VALUE COLLATERAL(Pursuant to subsections (a) and (d) of 11 U.S.C. § 506
and Federal Rule of Bankruptcy Procedure 3012)

(A separate motion must be filed as to each creditor)

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Name of the creditor whose collateral is being valued by this motion:

Dell Preferred Account

Total amount of this creditor's claim:

\$3,025.50

Description of collateral [For vehicles include the mileage on the date of the petition and a list of optional equipment. For real property, state the street address and a brief description of it such as "single family residence" or "ten-acre undeveloped lot"]:
computer;
pmsi & +1 yr.

The amount owed to and the name of all creditors holding liens or security interests senior to the lien or security interest of the above-named creditor:

Name of CreditorAmount of Claim

Debtor's opinion of the collateral's "replacement value":

\$500.00

[as defined and limited by section 506(a)(2)]

Other information relevant to the resolution of this motion:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 4-15-09

/s/Gil Raposo

Debtor

/s/Joanne Raposo

Joint Debtor

Case 09-27153 Filed 04/16/09 Doc 5

ATTACHMENT M-3

Optional – Discard if not used

MOTIONS TO VALUE COLLATERAL(Pursuant to subsections (a) and (d) of 11 U.S.C. § 506
and Federal Rule of Bankruptcy Procedure 3012)

(A separate motion must be filed as to each creditor)

NUMBER OF MOTIONS TO VALUE COLLATERAL IN THIS PLAN: 4

NOTICE IS HEREBY GIVEN that Debtor requests the court to value the property described below. This property secures the claim of the creditor named below. Debtor also requests that the amount of the creditor's secured claim not exceed the value of its security, less the claims of creditors holding senior liens or security interests. This determination will supersede any greater secured claim demanded in a proof of claim. Any objections to the creditor's claim are reserved and will be filed after the creditor has filed a proof of claim. In the opinion of the debtor, the collateral has the replacement value indicated below.

Name of the creditor whose collateral is being valued by this motion:

Wells Fargo Financial National

Total amount of this creditor's claim:

\$2,254.46Description of collateral [For vehicles include the mileage on the date of the petition and a list of optional equipment. For real property, state the street address and a brief description of it such as "single family residence" or "ten-acre undeveloped lot"]:
furniture; pmsl & +1yr

The amount owed to and the name of all creditors holding liens or security interests senior to the lien or security interest of the above-named creditor:

Name of CreditorAmount of Claim

Debtor's opinion of the collateral's "replacement value":

\$500.00

[as defined and limited by section 506(a)(2)]

Other information relevant to the resolution of this motion:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 4-15-09

/s/Gil Raposo

Debtor

/s/Joanne Raposo

Joint Debtor

Case 09-27153 Filed 04/16/09 Doc 5

ATTACHMENT M-3

Optional – Discard if not used

MOTIONS TO VALUE COLLATERAL(Pursuant to subsections (a) and (d) of 11 U.S.C. § 506
and Federal Rule of Bankruptcy Procedure 3012)

(A separate motion must be filed as to each creditor)

NUMBER OF MOTIONS TO VALUE COLLATERAL IN THIS PLAN: 4

NOTICE IS HEREBY GIVEN that Debtor requests the court to value the property described below. This property secures the claim of the creditor named below. Debtor also requests that the amount of the creditor's secured claim not exceed the value of its security, less the claims of creditors holding senior liens or security interests. This determination will supercede any greater secured claim demanded in a proof of claim. Any objections to the creditor's claim are reserved and will be filed after the creditor has filed a proof of claim. In the opinion of the debtor, the collateral has the replacement value indicated below.

Name of the creditor whose collateral is being valued by this motion:

Toyota Financial Services

Total amount of this creditor's claim:

\$16,815.00Description of collateral [*For vehicles include the mileage on the date of the petition and a list of optional equipment. For real property, state the street address and a brief description of it such as "single family residence" or "ten-acre undeveloped lot"*]:**2005 Toyota Pickup,
39k miles, fair condition**

debtor's opinion of retail value without reconditioning

The amount owed to and the name of all creditors holding liens or security interests senior to the lien or security interest of the above-named creditor:

Name of CreditorAmount of Claim

Debtor's opinion of the collateral's "replacement value":

\$ 12,000.00

[as defined and limited by section 506(a)(2)]

Other information relevant to the resolution of this motion:

I (we) declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 4-15-09

/s/Gil Raposo

Debtor

/s/Joanne Raposo

Joint Debtor

EXHIBIT B

Case 09-27153 Filed 06/11/09 Doc 23

2009-27153
FILED
June 11, 2009
CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

0001884781

1 **2**
 2 Law Offices of Peter G. Macaluso
 2 Peter G. Macaluso #215730
 3 910 Florin Road #111
 3 Sacramento, CA 95831
 4 916-392-6591
 4 916-392-6590 Facsimile
 5 Attorney for Debtors

6

7

8

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA

9

10

11

In re: Case No. 09-27153-D-13L

12

Raposo, Gil M. &
 13 SS#XXX-XX-8089

14

Raposo, Joanne C.
 SS#XXX-XX-9335

15

Debtors /

16

ORDER CONFIRMING PLAN AND VALUING COLLATERAL
FILED ON APRIL 16, 2009

17

18

The Chapter 13 plan of the above-named debtor(s) has been transmitted to all creditors, and it has been determined after notice and opportunity for a hearing that the debtor(s) plan satisfies the requirements of 11 U.S.C. § 1325.

19

Therefore, **IT IS ORDERED** that the plan is confirmed.

20

IT IS FURTHER ORDERED that:

21

1. The debtor shall immediately notify, in writing, the Clerk of the United States Bankruptcy Court and the trustee of any change in the debtor's address;

22

2. The debtor shall immediately notify the trustee in writing of any termination, reduction of, or other change in the employment of the debtor; and

23

3. The debtor shall appear in court whenever notified to do so by the court.

24

25

IT IS FURTHER ORDERED that the attorney's fees for the debtor's attorney in the full amount of \$ 3,500.00 are approved, \$ 1,200.00 of which was paid prior to the filing of

RECEIVED

June 10, 2009

CLERK, U.S. BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 0001884781

Case 09-27153 Filed 06/11/09 Doc 23

1 the petition. The balance of \$ 2,300.00, provided that the
2 attorney and debtor have executed and filed a Rights and
3 Responsibilities of Chapter 13 Debtors and Their Attorneys, shall
be paid by the trustee from plan payments at the rate specified in
the Guidelines for Payment of Attorneys' Fees in Chapter 13 Cases.

4 **IT IS FURTHER ORDERED** that, pursuant to 11 U.S.C. § 1323, the
plan is amended as follows:

5

6

7

8

9 **IT IS FURTHER ORDERED** that the motion to value the collateral
of Dell Preferred Account is granted. The replacement value of
10 the collateral and the secured claim of such creditor is determined
to be \$ 500.00 and the deficiency shall be allowed as a general
unsecured claim provided that a timely proof of claim is filed.

11

12 **IT IS FURTHER ORDERED** that the motion to value the collateral
of Wells Fargo Financial Bank is granted. The replacement value
of the collateral and the secured claim of such creditor is
determined to be \$ 500.00 and the deficiency shall be allowed as
a general unsecured claim provided that a timely proof of claim is
14 filed.

15 **IT IS FURTHER ORDERED** that the motion to value the collateral
of Toyota Financial Services is granted. The replacement value
16 of the collateral and the secured claim of such creditor is
determined to be \$ 12,000.00 and the deficiency shall be allowed
17 as a general unsecured claim provided that a timely proof of claim
is filed.

18

19

20



Approved by the Chapter 13
Trustee as to form.

22

23

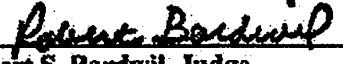
Dated: June 11, 2009

24

DAT

26

27



Robert S. Bardwil, Judge
United States Bankruptcy Court

28

EXHIBIT C

Case 09-27153 Filed 07/14/09 Doc 25

2009-27153
FILED
July 14, 2009
CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

0001950240

1 Law Offices of Peter G. Macaluso
2 Peter G. Macaluso #215730
3 910 Florin Road #111
4 Sacramento, CA 95831
5 916-392-6591
6 916-392-6590 Facsimile

5 Attorney for Debtors
6 Gil & Joanne Raposo

8 IN THE UNITED STATES BANKRUPTCY COURT
9 FOR THE EASTERN DISTRICT OF CALIFORNIA
10 SACRAMENTO DIVISION

11 IN THE MATTER OF

CASE NO. 09-27153-D-13L

12 GIL RAPOSO
13 SS# XXX-XX-8089

DCNO#: PGM-1

14 JOANNE RAPOSO
15 SS# XXX-XX-9335

DATE: JULY 7, 2009

TIME: 1:00 P.M.

DEPT#: D - COURTROOM 34

HONORABLE JUDGE BARDWIL

Debtors /

16 ORDER ON MOTION TO VALUE COLLATERAL OF
17 ONEWEST BANK, FSB

18 On July 7, 2009 the matter of Debtors' Motion to Value
19 Collateral came before the Court and due notice having been given,
20 and good cause appearing;

21 IT IS ORDERED that the Motion is granted, the creditor's
22 secured claim is valued at \$0.00 and shall be paid in accordance
23 with the terms of the Plan.

24 D Dated: July 14, 2009


25
26 Robert S. Bardwil, Judge
27 United States Bankruptcy Court
28

RECEIVED

July 13, 2009
CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
0001950240

EXHIBIT D

Case 09-27153 Filed 05/14/09 Claim 3-1

NOTE

LENDER'S FIRST CHOICE
 CERTIFIED THIS DOCUMENT TO
 BE A TRUE AND CORRECT COPY

July 20, 2005
(Date)Simi Valley
(City)California
(State)9090 Locust Street, Elk Grove, CA 95624
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 246,300.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is IndyMac Bank, F.S.B., a federally chartered savings bank. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on September, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at IndyMac Bank, F.S.B., P.O. Box 78826, Phoenix, AZ 85062-8826 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,437.34

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Loan No.: 100055401216372989

MTH: 100055401216372989

Multistate Fixed Rate Note—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

Form 3205 01/01

Page 1 of 3

REGULAR FORM
©2002, The Compliance Source, Inc.

Case 09-27153 Filed 05/14/09 Claim 3-1

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same Loan No: **XXXXXXXXXX**

MultiState Fixed Rate Note—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—The COMPLIANCE SOURCE, INC.—
www.compliance-source.com

Page 2 of 3

Form 3209 01/01

12861CM Case
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[Redacted]

Case 09-27153 Filed 05/14/09 Claim 3-1

date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 _____ (Seal)
Gil M. Raposo -Bartender

Janet Raposo (Seal)
Joanna C. Raposo Barron

(Seal) _____

(Seal)

Pay To The Order Of

Without Recourse
IndyMac Bank, F.S.B.
By: *Tom Green*
Tom Green
Assistant Secretary
IndyMac Bank, F.S.B.

Loan No. 1234567890

Multistate Fixed Rate Note—Single Family—Fannie Mae/Freddie Mac **UNIFORM INSTRUMENT**
—THE COMPLIANCE SOURCE, INC.— Page 3 of 3

Form 3208 01/51
12001500 01/50
Comptroller Board, Inc.

Case 09-27153 Filed 05/14/09 Claim 3-1

SCHEDULE "A"

THE REAL PROPERTY IN THE COUNTY OF SACRAMENTO STATE OF CALIFORNIA
DESCRIBED AS THE NORTH 1/2 OF LOT 20 OF J.H. KERK'S ADDITION TO
ELK GROVE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE
OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, IN BOOK
1 OF MAPS, MAP NO. 28.

SOURCE OF TITLE: DOCUMENT NO. 144642 (RECORDED 07/01/88)
APN: 325-0253-017

Case 09-27153 Filed 05/14/09 Claim 3-1

7
 Recording Requested By:
 IndyMac Bank, F.S.B. c/o Document
 [Company Name]

And When Recorded Mail To:
 IndyMac Bank, F.S.B. c/o Document :
 [Company Name]

Sacramento County Recording
 Mark Norris, Clerk/Recorder
 Book 20050729 PAGE 1573

Check Number 1382
 Friday, JUL 29, 2005 10:38:00 AM
 Nbr-6833744522
 Ttl Pd \$48.00

MM/35/1-14

[Name of Natural Person]
 3465 E. Foothill Blvd.

[Street Address]
 Pasadena, CA 91107
 [City, State Zip Code]

Recording Date:

UST

MIN: 10000000000000000000

DEFINITION

610

D2 001 022

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 20, 2005 together with all Riders to this document.

(B) "Borrower" is Gil M. Raposo and Joanna C. Raposo, Husband and Wife As Joint Tenants

Borrower is the trustor under this Security Instrument.

(C) "Lender" is IndyMac Bank, F.S.B., a federally chartered savings bank

Lender is a Federal Savings Bank organized and existing under the laws of United States of America . Lender's address is 155 North Lake Avenue, Pasadena, CA 91101

(D) "Trustee" is First American Title Insurance Company

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 121637298

California Deed of Trust-Single Family-Firsts Mac/Freddie Mac UNIFORM INSTRUMENT
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(F) "Note" means the promissory note signed by Borrower and dated **July 20, 2005**. The Note states that Borrower owes Lender **two hundred forty six thousand three hundred and NO/100ths** **Dollars (U.S. \$ 246,300.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2035**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Revocable Trust Rider	
<input type="checkbox"/> Other(s) (specify)		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Loan No: **09-27153**

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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EXHIBIT 3

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THE CONVERSATION BOARD OF BUSINESS RESEARCH, INC. is a non-profit organization whose members are leading companies in the United States and Canada. The Board's purpose is to encourage and support research in the field of consumer behavior.

THIS SECURITY INSTRUMENT combines uniform coverments for standard use and non-uniform coverments which limited warranties by indemnification to considerate a minimum security instrument covering real property.

BORROWER CONVENTANTS that Borrower is lawfully seized of the certain hereby described and has the right to grant and will defend successfully the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter made on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All improvements and addititons shall also be covered by this Security Instrument. All of the foregoing is granted to the Secured Party for the payment of the principal, and interest, and expenses now or hereafter made on the property, and all easements, appurteñances, and fixtures now or hereafter made on the property, and all expenses and costs of collecting this Secured Party instrument.

Assessor's Identification Number: 125-0253-017-000
Which currently has the address of
9090 Locust Street
Elk Grove, California 95624
ZIP Code: 95624
(Property Address):

TRANSFER OF RIGHTS IN THE PROPERTY

Case 09-27153 Filed 05/14/09 Claim 3-1

payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a Lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

Loan No. 9

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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3 - EXHIBIT

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EXHIBIT

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3 EXHIBIT

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California Board of Teacher Education, State Office of Education, Sacramento, California 95814
MISS Mabel B. BROWN, 3005 11th Street, Sacramento, California 95814
THE CALIFORNIA STATE EDUCATIONAL SOCIETY, INC.—
President: Mrs. E. C. COOPER, 1111 16th Street, Sacramento, California 95814
Vice-President: Mrs. E. C. COOPER, 1111 16th Street, Sacramento, California 95814
Secretary: Mrs. E. C. COOPER, 1111 16th Street, Sacramento, California 95814
Treasurer: Mrs. E. C. COOPER, 1111 16th Street, Sacramento, California 95814

Subject to the proviso of Section 14, any successor to the office of Governor who assumes Governor's office shall hold office as provided in Section 20) and shall be entitled to such successions and salaries of Governor.

13. Joint and Several Liability: Co-signers, Successors and Assigns Bond. Borrower certifies and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Secured Note does not excuse the Note (a "co-signer"). (b) In co-signing this Secured Note, co-signer agrees that Secured Note is co-signed under the terms of this Secured Note and any other Borrower can agree to extend, to pay the same amounts secured by this Secured Note, and (c) agrees that Lender and any other Borrower can agree to extend, modify, reprice or reduce any accommodations which lending to the terms of this Secured Note without the co-signer's knowledge.

Power shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lessor's judgment, could result in forfeiture of the Property or other material impairment of Lessor's interest in the Property, provided for in Section 2. All assessments, proceedings that are not applied to restoration or repair of the Property shall be applied in this order: (a) property taxes and other taxes, (b) insurance premiums, (c) property taxes and other taxes, (d) insurance premiums, (e) assessments, (f) other assessments, (g) other assessments, (h) other assessments, (i) other assessments, (j) other assessments, (k) other assessments, (l) other assessments, (m) other assessments, (n) other assessments, (o) other assessments, (p) other assessments, (q) other assessments, (r) other assessments, (s) other assessments, (t) other assessments, (u) other assessments, (v) other assessments, (w) other assessments, (x) other assessments, (y) other assessments, (z) other assessments.

In an event of a partial taking, demolition, or loss in value of the Property in which the Fair market value of the unoccupied portions of the Property is less than the sum of the amounts of the partial taking, demolition, or loss in value, unless Bonuses and Leasehold Improvements shall be applied to the sum so claimed by this Section by the instrument whereby or to all the sums so then

In the event of a total taking, destruction, or loss in the course of the Project, the Acceleration Process shall be applied to the sums secured by this Security Instrument, whether or not the same shall be applied to the sums secured by this Security Instrument, whether or not the same shall be applied in the order provided for in Section 2.

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14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Loan No: [REDACTED]



THE CALIFORNIA STATEC, INC. - www.statec.com
12000 The California Building, Suite 200 • 1200 16th Street, San Francisco, CA 94103
Phone: 415.662.6600 Fax: 415.662.6601

NON-UNIFORM COVERAGE AND LEADER-OUTER BOUNDARY COVERAGE AND AGREEMENTS: BOUNDERY AND LEADER-OUTER BOUNDARY COVERAGE AND AGREEMENTS AS FOLLOWS:

But a power shall not cease or permit the perpetuation, test, disposal, exchange, or release of any Hazardous Substances, or any other substances of the kind that are generally recognized to be injurious to human health and to the environment, or the property of the People, but that are not listed in, hazard substances in consumer products.

Neither Bonner nor Leader may nominate, join, or be invited to any jocular session (as distinct from the members of a class) that arises from the other party's scatious pursuit of the Second Amendment or that alleges illegal intent to infringe the rights of a particular class of persons.

EXHIBIT

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25. Statement of Obligations Rec. Letter or my collect a fee not to exceed the maximum amount permitted by applicable law in initiating the enforcement of obligations as provided by Section 293 of the Civil Code of California.

23. Recreational Trustee. Upon payment of all sums secured by this Security Instrument, Lender shall recall receipt of trustee to recover the property and shall surrender the security instrument and all notes evidencing debt secured by this Security Instrument to trustee. Lender shall recall receipt of all sums secured by this Security Instrument, Lender shall recall receipt of trustee to recover the property (such as the trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is considered legally permissible to be recovered.

22. **Accident/Injury Remedies.** Leader shall give notice to Bottower prior to acceleration following Bottower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 16 unless Applicable Law provides otherwise). The notice shall specify: (a) the demand (b) the action required to cure the default (c) a date, unless less than 30 days from the date the notice is given to Bottower, by which the default must be cured; and (d) the failure to cure the default on or before the date specified in the acceleration notice. Leader shall give notice to Bottower to collect all expenses incurred in pursuing the remedies provided in this Applicable Law. Leader shall collect all expenses incurred in pursuing the remedies provided in this Applicable Law, including attorney's fees and costs of title insurance.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Gil M. Raposo

Gil M. Raposo

(Seal)
Borrower
[Printed Name]

Joaime C. Raposo

Joaime C. Raposo

(Seal)
Borrower
[Printed Name]

(Seal)
Borrower
[Printed Name]

(Seal)
Borrower
[Printed Name]

[Acknowledgment on Following Page]

Loan No. 1234567890

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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www.complianceinc.com

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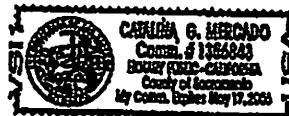
Case 09-27153 Filed 05/14/09 Claim 3-1

State of California
County of Sacramento ss
On 7/21/05 before me, Catalina S. Mercado [name and title of officer]
personally appeared Gil M. Raposo and Joanne C. Raposo

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument in person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of **San Joaquin** County, State of California, in book **1234**, page **5678** of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

(Trustee) _____ Date: _____

Loan No: 1000000000

California Deed of Trust-Single Family-Fannie Mae/Bridg. Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.— Page 13 of 13
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1430CA 00000
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國朝詩人傳

Case 09-27153 Filed 05/14/09 Claim 3-1

exhibit
~~SCHEDULE "A"~~

THE REAL PROPERTY IN THE COUNTY OF SACRAMENTO STATE OF CALIFORNIA
DESCRIBED AS THE NORTH 1/2 OF LOT 20 OF J.M. KERR'S ADDITION TO
ELK GROVE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE
OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, IN BOOK
1 OF MAPS, MAP NO. 28.

SOURCE OF TITLE: DOCUMENT NO. 144642 (RECORDED 07/01/88)
APN: 129-0253-017

EXHIBIT 3

EXHIBIT E

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

INDY MAC BANK, FSB

AND WHEN RECORDED MAIL TO:

RETURN TO (NLS)
NATIONS TITLE AGENCY INC.
5370 W. 95th ST
SHAWNEE, KS 66207



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20061005 PAGE 0967

Check Number 2864
Thursday, OCT 05, 2006 12:25:26 PM
Ttl Pcl \$48.00 Nbr-0004542435

MLB/11/1-7

SPACE ABOVE FOR RECORDER'S USE ONLY

Deed of Trust 06UL79502

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

(Rev. 6/00-05)

(Word/S/Do: Exam/Cover Sheet)

Loan No.

This document was prepared by Flora Griffin

801 East 30th Street, Building B, Kansas City, MO 64131

Please return this document after recording to:

IndyMac Bank, F.S.B. c/o Document

Management

901 E. 104th Street Building B, Suite

400/500

Kansas City, MO 64131

RETURN TO (NLS)
 NATIONS TITLE AGENCY INC.
 5370 W. 85th ST
 SHAWNEE, KS 68207

State of California _____ Spare Above This Line For Recording Date _____

DEED OF TRUST

(With Future Advance Clause)

C04129567

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is October 2, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

TRUSTOR: Gil H. Raposo and Joanne C. Raposo, husband and wife, as joint tenants

9090 Locust Street, Elk Grove, CA 95624

If checked, refer to the attached Addendum incorporated herein, for additional Trustees, their signatures and acknowledgments.

TRUSTEE: Old Republic National Title Insurance Company
5370 West 95th Street, Overland Park, KS 66207

LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank

155 North Lake Avenue, Pasadena, CA 91101

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Trustor's performance under this Security Instrument, Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

THE REAL PROPERTY IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA DESCRIBED AS: THE NORTH 1/2 OF LOT 20 OF J.H. KERR'S ADDITION TO ELK GROVE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, IN BOOK 1 OF MAPS, MAP NO. 28. APN:125-0253-017-0000. The property is located in Sacramento at 9090 Locust Street

(County)

Elk Grove, California 95624

(ZIP Code)

(Address) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 51,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (Include items such as borrowers' names, note or contract amounts, interest rates (whether variable), maturity dates, etc.)

One certain home equity line of credit agreement dated October 2, 2006 executed by Gil H. Raposo and Joanne C. Raposo in the amount of \$51,000.00 due and payable in full on November 15, 2026.

CALIFORNIA - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOTARIZED FORM, FSA OR VA USE)
 EX-2007 © 1994 Bility Systems, Inc., St. Cloud, MN Form C04129567-CA 3/10/2004
 VNP-C465(CA) (Initials) 

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At the option of the Lender, all or any part of the aggregate loans and advances, accrued interest thereon and principal shall become immediately due and payable, all or any part of the aggregate loans and advances, accrued interest thereon and principal shall be entitled to, without notice or demand, the power to be paid, upon the occurrence of any one or more of the events of default specified in the Note.

Parameters. Any Consumer Behavior on any Secured Debt that is an option and home equity plan fails to make a payment
earns, and any consumer behavior that fails to meet the minimum monthly contribution will be Secured Debt that is
an option and home equity plan.

DEFAUT. Transfer will be default in any of the following cases:
is subject to the restrictions imposed by Federal law (12 U.S.C. § 591), as applicable.

WARRANTY OF TITLE. Seller warrants that Title is as of now be lawfully seized of the entire coverage by the County Sheriff and as far as the right to interfere by grant, warranty and all the Property to transferee in trust, with power of

Secularly literate and learned like those of his party.

Financial Reporters and Addressees. Decameters Turner will provide to Leedee's upon request any financial statement or change in the property before the acquisition shall pass to Leedee to the extent of the Second Decimmediately before the

unless otherwise agreed in writing, all insurance policies shall be subject to the reservation of rights of the Company.

Landlord's obligation, obtain coverage to protect Landlord's rights in the Property according to the terms of this Deed and instrument.

proceeds of any award or gifts for educational purposes and a

111-2013-00-DO-11 - 03/17/2010

Digitized by srujanika@gmail.com

If Lender elects to foreclose by exercise of the power of sale, Lender will declare the entire Secured Debts due and payable by delivering to Trustee this Security Instrument and any evidence of the Secured Debts, receipts and evidence of expenditures made and secured, as Trustee requires. When the legally prescribed time passes after Trustee or Lender duly records a notice of default, the Trustee, Lender or other person authorized to take the sale will give a notice of sale as required by law and will cause the Property to be sold at the time and place fixed in the notice of sale. Lender may rescind any notice of default at any time before the Property's sale. Rescission will occur when Lender executes and records a notice of rescission that cancels any prior notice of default and any related acceleration of the Secured Debts. Lender's rescission will not waive any default then existing or subsequently occurring or preclude Lender exercising its remedies, including the power of sale, at another time.

The Property can be sold as a whole or in separate parcels and in any order that Trustee decides. The Property will be sold to the highest bidder for cash in lawful money of the United States, payable at sale time. The Property can be sold to anyone, including Trustor, Trustee or Lender. Trustee may postpone the sale of any part of the Property by public announcement at the time and place of this sale and afterwards at the time fixed by the preceding postponement. Upon any sale of the Property, Trustee will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Trustee will covenant that Trustee has not caused or allowed a lien or an encumbrance to burden the Property and that Trustee will specially warrant and defend the Property's title to the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The deed's recital of facts will be conclusive proof of the truthfulness of these facts.

The proceeds from the Property's sale will be applied to the sale expenses, Trustee's expenses, Lender's attorneys' fees due on Trustor's default, sums that Trustee or Lender paid for procuring a title search of the Property's title subsequent to the execution of this Security Instrument, all outstanding amounts due under this Security Instrument and the remainder to anyone legally entitled to the remaining amounts due.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Trustor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Trustor breaches any covenant in this Security Instrument, Trustor agrees to pay all expenses Lender incurs in performing such covenants (including but not limited to advances and expenses described in the DEED OF TRUST COVENANTS section) or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Trustor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Trustor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Trustor agrees to pay for any recordation costs of such release.

11. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interprocedural letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. This term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substances" under any Environmental Law.

Trustee represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Trustee and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

Case 15-02095 Page 5 of 6

C. Trustor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.

D. Trustor shall immediately notify Lender in writing as soon as Trustor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Trustor will not be required to pay to Lender funds for taxes and insurance in escrow.

13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign an evidence of debt, Trustor does so only to mortgage Trustor's interest in the Property to secure payment of the Secured Debt and Trustor does not agree to be personally liable on the Secured Debt. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Trustor and Lender.

14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one trustor will be deemed to be notice to all trustors. Lender and Trustor request that copies of any notice of default or notice of sale under a superior security instrument be sent to Lender and Trustor at the addresses listed in the DATE AND PARTIES section.

17. **WAIVERS.** Except to the extent prohibited by law, Trustor waives all appraisement or marshalling of assets relating to the Property.

18. **SPOUSE'S SEPARATE PROPERTY.** Any Trustor who is a married person expressly agrees that recourse may be had against his or her separate property.

19. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

20. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

21. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

Assignment of Leases and Rents Other _____

22. ADDITIONAL TERMS.



23. **REQUEST FOR NOTICE.** In accordance with Section 2924a, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____, in book _____, page _____, records of _____ County, (or filed for record with recorder's serial number _____, _____ County) California, executed by _____, _____, as trustor (or mortgagor) in which _____, _____, is named as beneficiary (or mortgagee) and _____, _____, as trustee be mailed to: _____, _____, at _____.

Name: _____ N/A

Address: _____ N/A

EXHIBIT F

Case 09-27153 Filed 11/03/14 Doc 111

FORM L81 Discharge of Debtor After Completion of Chapter 13 Plan (v.9.14)

09-27153 - E - 13C

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Robert T Matsui United States Courthouse
501 I Street, Suite 3-200
Sacramento, CA 95814

(916) 930-4400
www.caeb.uscourts.gov
M-F 9:00 AM - 4:00 PM



DISCHARGE OF DEBTOR AFTER COMPLETION OF CHAPTER 13 PLAN

Case Number: 09-27153 - E - 13C

Debtor Name(s), Social Security Number(s), and Address(es):

Gil Mariano Raposo
xxx-xx-8089

9090 Locust St
Elk Grove, CA 95624

Joanne Carol Raposo
xxx-xx-9335

9090 Locust St
Elk Grove, CA 95624

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Dated:
11/3/14

For the Court,
Wayne Blackwelder, Clerk

FORM L81
(Continued)

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 13 CASE

This court order grants a discharge to the person (or persons) named as the debtor (or debtors) after they have completed all payments under the chapter 13 plan. It is not a dismissal of the case.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. In a case involving community property, there are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case. A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 13 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt is provided for by the chapter 13 plan or is disallowed by the court pursuant to section 502 of the Bankruptcy Code.

Debts that are Not Discharged

Some of the common types of debts which are not discharged in a chapter 13 bankruptcy case are:

- a. Domestic support obligations;
- b. Debts for most student loans;
- c. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- d. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- e. Debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual (in a case filed on or after October 17, 2005);
- f. Debts provided for under section 1322(b)(5) of the Bankruptcy Code and on which the last payment is due after the date on which the final payment under the plan was due;
- g. Debts for certain consumer purchases made after the bankruptcy case was filed if prior approval by the trustee of the debtor's incurring the debt was practicable but was not obtained;
- h. Debts for most taxes to the extent not paid in full under the plan (in a case filed on or after October 17, 2005); and
- i. Some debts which were not properly listed by the debtor (in a case filed on or after October 17, 2005).

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.